



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of)
SCHNEIDER et al.)
Application No. 09/719,339)
Filed: December 8, 2000)
For: WRITE CACHE FLUSHING METHOD FOR)
REDUCING DATA CORRUPTION)

Examiner: Unassigned

Art Unit: Unknown

Docket No. ROXIP182D

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C., 20231 on

Date: April 24, 2002

Signed: Neely Jo Weldy

Typed Name: Neely Jo Weldy

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

Commissioner for Patents
Washington, D.C. 20231

Sir:

As assignee of record of the entire interest of the above identified

application,
 patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

the following attorneys and/or agents are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith.

Peter B. Martine (Reg. No. 32,043)
Albert S. Penille (Reg. No. 39,487)
Rick von Wohld (Reg. No. 48,018)
Joe A. Brock II (Reg. No. 46,021)

Edmund H. Mizumoto (Reg. No. 46,938)
Chester E. Martine (Reg. No. 19,711)
Michael L. Gencarella (Reg. No. 44,703)
George B. Leavell (Reg. No. 45,436)

Send Correspondence To:

Joe A. Brock, II, Esq.
MARTINE & PENILLA, LLP
710 Lakeway Drive, Suite 170
Sunnyvale, CA 94085
Customer Number 25920

Direct Telephone Calls To:

Joe A. Brock, II, at telephone number (408) 749-6900

Roxio, Inc. (per 37 CFR §3.73(b) Filed herewith)
(type or print identity of assignee of entire interest)

461 South Milpitas Boulevard
(address)

Milpitas, CA 95035
(city, state and zip code)

Recorded in PTO on _____
Reel _____
Frame _____

Recorded herewith.

ASSIGNEE STATEMENT

Attached to this power is a "STATEMENT UNDER 37 C.F.R. 3.73(b)."

William E. Gowney, Jr.
(Signature of authorized person)

2/26/01
(date)

William E. Gowney, Jr.
(type or print name of authorized person)

Secretary
Title of authorized person

2184
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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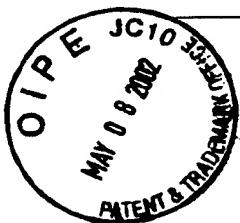
Art Unit: Unknown

Docket No. ROXIP182D

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CERTIFICATE OF MAILING

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Date: April 24, 2002

Signed: Neely Jo Weldy

Typed Name: Neely Jo Weldy

**STATEMENT UNDER 37 C.F.R. § 3.73(b)
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**

Commissioner for Patents
Washington, D.C. 20231

Sir:

1. The assignee of the entire right, title and interest hereby seek to take action in the PTO in this matter.

IDENTIFICATION OF ASSIGNEE

2. Roxio, Inc.
Name of assignee
Corporation of Delaware
Type of assignee, e.g., corporation, partnership, university, government agency, etc.

PERSON AUTHORIZED TO SIGN

3. William E. Gowney, Jr.
(type name of person authorized to sign on behalf of assignee)
Secretary
Title of person authorized to sign

I, the person signing below, state that I am empowered to sign this statement on behalf of the assignee.

BASIS OF ASSIGNEE'S INTEREST

Ownership by the assignee is established as follows:

A.

- A U.S.P.T.O. Notice of Recordation of Assignment (Appendix A, 2 pages)
- An assignment of parent application from inventors to Wild File, Inc. (Appendix B, 2 pages)
- An assignment document from Wild File, Inc. to Adaptec, Inc. (Appendix C, 11 pages)
- An Assignment document, (Appendix D, 9 page) has been separately submitted for recordal, which transfers ownership of this case from Adaptec, Inc. to Roxio, Inc.

AND

B. A chain of title from the inventor to the current assignee as shown below:

Appendix A: U.S.P.T.O. Notice of Recordation of Assignment.
Recorded in PTO: Reel 011619, Frame 0168.

Appendix B: Assignment from SCHNEIDER, Eric D.; GUSTAFSON, Michael J.; and HAGLER, Daniel J. to Wild File, Inc, a Delaware Corporation

Appendix C: Patent Assignment from Wild File, Inc. to Adaptec, Inc.
(Priority application (U.S. serial no. 60/130,814) identified on Page 1 of General File Listing)

Appendix D: Patent Assignment from Adaptec, Inc. to Roxio, Inc.
(Patent application identified on page 2 of Schedule B)

 | 2/26/07
(Signature of authorized person) | (date)

William E. Grownay, Jr.
(type or print name of authorized person)

Secretary
(Title of authorized person)

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Patent and Trademark Office
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Washington, D.C. 20231

JUNE 01, 2001

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MARTINE PENILLA & KIM, LLP
JOE A. BROCK, II
710 LAKEWAY DRIVE, SUITE 170
SUNNYVALE, CA 94085



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/08/2000

REEL/FRAME: 011619/0168
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

SCHNEIDER, ERIC D.

DOC DATE: 10/09/2000

ASSIGNEE:

GUSTAFSON, MICHAEL J.

DOC DATE: 10/06/2000

ASSIGNEE:

HAGLER, DANIEL J.

DOC DATE: 10/06/2000

ASSIGNEE:

WILD FILE, INC.
691 S. MILPITAS BLVD.
MILPITAS, CALIFORNIA 95035

SERIAL NUMBER: 09719339
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

Appendix A, 2 pages

011619/0168 PAGE 2

SEDLEY PYNE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

(International Patent Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the international patent application entitled:

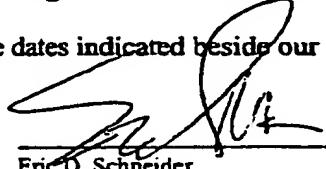
METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA

This assignment is for an international application assigned Application Number PCT/US00/10999, and was filed on April 24, 2000. This application was filed having the inventors also designated as Applicants. Accordingly, this assignment transfers ownership from the inventors to Wild File, Inc., thus making Wild File, Inc. a sole Applicant/Assignee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We the undersigned inventors hereby:

- 1) Sell, assign and transfer to Wild File, Inc., a Delaware corporation having a place of business at 691 S. Milpitas Blvd., Milpitas, CA 95035, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application based upon, and Patent (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division, continuation, substitute or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

1)	Signature:  Typed Name: Eric D. Schneider	Date: <u>10/9/00</u>
2)	Signature:  Typed Name: Michael J. Gustafson	Date: _____
3)	Signature:  Typed Name: Daniel J. Hagler	Date: _____

Attorney Docket No. ADAPP182.P

ASSIGNMENT
(International Patent Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the international patent application entitled:

METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA

This assignment is for an international application assigned Application Number PCT/US00/10999, and was filed on April 24, 2000. This application was filed having the inventors also designated as Applicants. Accordingly, this assignment transfers ownership from the inventors to Wild File, Inc., thus making Wild File, Inc. a sole Applicant/Assignee.

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- 1) Sell, assign and transfer to Wild File, Inc., a Delaware corporation having a place of business at 691 S. Milpitas Blvd., Milpitas, CA 95035, (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application based upon, and Patent (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division, continuation, substitute or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

1)	Signature: _____	Date: _____
	Typed Name: Eric D. Schneider	
2)	Signature: <u>Michael J. Gustafson</u>	Date: <u>10/6/2000</u>
3)	Signature: <u>D. J. Hager</u>	Date: <u>10/6/2000</u>
	Typed Name: Daniel J. Hager	

AGREEMENT AND PLAN OF REORGANIZATION
BY AND AMONG
ADAPTEC, INC.,
SNOWFALL ACQUISITION CORPORATION
AND
WILD FILE, INC.

Dated as of March 3, 2000

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EXHIBITS

Exhibit A-1	Form of Eric Schneider Non-Competition Agreement
Exhibit A-2	Form of Non-Competition Agreement
Exhibit B-1	Form of Common Stock Voting Agreement
Exhibit B-2	Form of Preferred Stock Voting Agreement
Exhibit C	Form of Registration Rights Agreement
Exhibit D	Form of Certificate of Merger
Exhibit E	Form of Irrevocable Notice of Election
Exhibit F	Form of Opinion of Wilson Sonsini Goodrich & Rosati, P.C.
Exhibit G	Form of Opinion of Faegre & Benson LLP

ANNEXES

Annex 1	Company Schedules
Annex 2	Parent Schedules

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (this "*Agreement*") is made and entered into as of March 3, 2000 by and among Adaptec, Inc., a Delaware corporation ("Parent"), Snowfall Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), Wild File, Inc., a Delaware corporation (the "Company"), Eric D. Schneider, Edward Bruggeman and Mike Gustafson (each a "*Principal Stockholder*" and collectively, the "*Principal Stockholders*") U.S. Bank Trust, N.A. (the "*Escrow Agent*") and Eric D. Schneider in his capacity as the securityholder agent (the "*Securityholder Agent*") (the Escrow Agent, Principal Stockholders and the Securityholder Agent being signatories with respect to Article VII hereof only).

RECITALS

A. The Boards of Directors of each of the Company, Parent and Merger Sub believe it is in the best interests of each company and their respective stockholders that Parent acquire the Company through the statutory merger of the Company with and into Merger Sub (the "*Merger*") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, all of the issued and outstanding Company Capital Stock (as defined hereafter) and all outstanding options, warrants or other rights to acquire or receive shares of Company Capital Stock shall be converted into shares of Parent Common Stock (as defined hereafter) and/or a mixture of Parent Common Stock and cash consideration (as provided herein) and options, warrants or other rights to acquire or receive shares of Parent Common Stock, respectively.

C. A portion of the shares of Parent Common Stock and/or cash otherwise issuable or deliverable by Parent in connection with the Merger shall be placed in escrow by Parent, the release of which amount shall be contingent upon certain events and conditions, all as set forth in Article VII hereof.

D. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "*Code*").

E. As a material inducement for Parent to consummate the Merger, certain key employee-stockholders of the Company will enter into employment agreements and non-competition agreements in substantially the form attached hereto as Exhibit A-1 or Exhibit A-2 (the "*Non-Competition Agreements*") with Parent, each of which shall become effective as of the Effective Time (as defined herein).

G. In addition, concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain of the Company's stockholders are entering into Voting Agreements in substantially the form attached hereto as Exhibit B-1 or Exhibit B-2 (the "*Voting Agreements*").

H. Parent has agreed to enter into a registration rights agreement with the Company Stockholders in substantially the form attached hereto as Exhibit C (the "*Registration Rights Agreement*").

I. The Company, Parent and Merger Sub desire to make certain representations and warranties and other agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

SNOWFALL ACQUISITION CORPORATION

By: J. B. Arola
Name: Kenneth B. Arola
Title: President and CEO

Acknowledged: Dana E. Miles
Name: Dana E. Miles
Title: Secretary

SECURITYHOLDER AGENT:

ERIC SCHNEIDER

ERIC SCHNEIDER

ESCROW AGENT:

U.S. BANK TRUST, N.A.

By: _____
Name: _____
Title: _____

WILD FILE, INC.

By: _____
Name: _____
Title: _____

Acknowledged: _____
Name: _____
Title: _____

ADAPTEC, INC.

By: Tom Shea
Name: Tom Shea
Title: Vice President

MIKE GUSTAFSON

EDWARD BRUGGEMAN

REORGANIZATION AGREEMENT

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION
CORPORATION**

By: _____
Name: _____
Title: _____

Acknowledged: _____
Name: _____
Title: _____

SECURITYHOLDER AGENT:

ERIC SCHNEIDER

ERIC SCHNEIDER

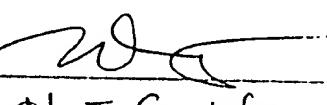
ESCROW AGENT:

U.S. BANK TRUST, N.A.

By: _____
Name: _____
Title: _____

WILD FILE, INC.

By: 
Name: Eric Schneider
Title: President

Acknowledged: 
Name: Michael J. Gustafson
Title: V.P. Engineering

ADAPTEC, INC.

By: _____
Name: _____
Title: _____

MIKE GUSTAFSON


EDWARD BRUGGEMAN
Edward W. Bruggeman

REORGANIZATION AGREEMENT

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION
CORPORATION**

By: _____

Name: _____

Title: _____

Acknowledged: _____

Name: _____

Title: _____

SECURITYHOLDER AGENT:

ERIC SCHNEIDER

ERIC SCHNEIDER

ESCROW AGENT:

U.S. BANK TRUST, N.A.

By: Ann Gadsby

Name: Ann Gadsby

Title: Vice President

WILD FILE, INC.

By: _____

Name: _____

Title: _____

Acknowledged: _____

Name: _____

Title: _____

ADAPTEC, INC.

By: _____

Name: _____

Title: _____

MIKE GUSTAFSON

EDWARD BRUGGEMAN

REORGANIZATION AGREEMENT

General File Listing - Wild File, Inc.

Page 1

Schwegman, Luna, Woessner & Kluth, P.A.

February 11, 2000

SL.WK Case #	TM or Patent Number	Issue Date	Filing Date	Serial Number	Short Status	Title	Sign Atty, Work Atty(s) (if dif.), Purchaser Inventor(s)	
00749.001US1		/ /	09/05/1997	08/924,198	Abandoned	METHOD AND APPARATUS FOR SAVING AND RECOVERING DATA	SWL, CBU	
00749.002US1	2,257,925	06/29/1999	09/10/1997	75/154,550	Registered	WILDFILE (Class 9)	FSF, GDS	
00749.002US2	2,203,889	11/17/1998	09/10/1997	75/154,598	Registered	WILDFILE (Class 42)	FSF, ZZP, GDS	
00749.003US1	2,271,048	08/17/1999	09/10/1997	75/154,597	Registered	CLICKBACK	FSF, GDS	
00749.003PRV	/ /	02/18/1998	60/075,083	Pending	DISK READ ORDER OPTIMIZATION	SWL, CBU	Eric D. Schneider, Lawrence E. Schwa	
00749.006US1	/ /	03/16/1998	09/039,650	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, CBU	William C. Ferri, Douglas N. Wheeler, Lawrence E. Schwa	
00749.007US1	2,287,442	10/10/1999	05/08/1998	75/481,725	Registered	Double Arrow Logo	FSF, GDS	
00749.008US1	6,016,553	01/18/2000	06/26/1998	09/105,733	Issued	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, CBU	Eric D. Schneider, William C. Ferri, Douglas N. Wheeler, Lawrence E. Schwa
00749.008US2	/ /	07/15/1999	09/154,250	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, CBU	Eric D. Schneider, William C. Ferri, Douglas N. Wheeler, Lawrence E. Schwa	
00749.008US3	/ /	11/29/1999	09/450,266	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, CBU	Eric D. Schneider, William C. Ferri, Douglas N. Wheeler, Lawrence E. Schwa	
00749.008WO1	/ /	09/04/1998	PCT/US98/188	63	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, MLK	Eric D. Schneider, William C. Ferri, Douglas N. Wheeler, Lawrence E. Schwa
00749.009PRV	/ /	02/26/1999	60/121,725	Provisional	METHOD, SOFTWARE AND APPARATUS FOR LOCALLY OR REMOTELY REPAIRING OR ENHANCING COMPUTER DATA	SWL, CBU	Eric D. Schneider, Michael J. Gustaf, Daniel J. Hager	
00749.010PRV	/ /	04/23/1999	60/130,814	Provisional	METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA	SWL, CBU	Eric D. Schneider, Michael J. Gustaf, Daniel J. Hager	
00749.011PRV	/ /	07/09/1999	60/141,248	Provisional	METHOD, SOFTWARE AND APPARATUS FOR DE-FRAGMENTING DISK STORAGE ON WHICH A HISTORY OF CHANGES IS BEING TRACKED	SWL, CBU	Eric D. Schneider	

General File Listing

Page 2

Schwegman, Lundt Woessner & Kluth, P.A.

February 11, 2000

SI.WK Case #	Patent Number	Issue Date	Filing Date	Serial Number	Short Status	Title	Sign Atty, Work Atty(s) (If diff), Paralegal	Inventor(s)
00749.012US1	/ /	09/02/1999	75/791,228	Pending	PROTECTING THE POWER TO MOVE AHEAD	FSF, GDS		
00749.0121IS2	/ /	09/02/1999	75/791,232	Pending	PROTECTING THE POWER TO MOVE AHEAD	FSF, GDU, GDS		
00749.0141RV	/ /	10/07/1999	60/158,336	Provisional	METHOD, SOFTWARE, AND APPARATUS FOR RECYCLING OVERWRITTEN DISK STORAGE IN CONJUNCTION WITH AN OPERATING SYSTEM ON WHICH A HISTORY OF CHANGES ARE BEING TRACKED	SWL, CHB	Eric D. Schmitzler	
00749.015PRV	/ /	10/29/1999	60/162,500	Provisional	METHOD OF CREATING A FIREWALL BETWEEN A PC AND A DISK CONTROLLER TO PROTECT OVERWRITTEN DATA	SWL, CHB	Eric D. Schmitzler	

Matter Count: 1X

EXECUTION COPY

MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT
BETWEEN
ADAPTEC, INC.
AND
ROXIO, INC.

Effective as of May 5, 2001

MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT

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MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT

This Master Patent Ownership and License Agreement (the "Agreement") is effective as of May 5, 2001, at 12:01 A.M., P.S.T. (the "Effective Date"), between Adaptec, Inc., a Delaware corporation ("Adaptec"), having an office 691 South Milpitas Boulevard, Milpitas, CA 95035, and Roxio, Inc., a Delaware corporation ("Roxio"), having an office at 461 South Milpitas boulevard, Milpitas, Boulevard, Milpitas, CA 95035.

RECITALS

WHEREAS, the Boards of Directors of each of Adaptec and Roxio have determined that it is appropriate and desirable for Adaptec to contribute and transfer to Roxio, and for Roxio to receive and assume, directly or indirectly, substantially all of the assets and liabilities currently associated with the Roxio Business and the stock, investments or similar interests currently held by Adaptec in subsidiaries and other entities that conduct such business (the "Separation");

WHEREAS, Adaptec has caused Roxio to be incorporated in order to effect the Separation and Adaptec currently owns all of the issued and outstanding capital stock of Roxio; and

WHEREAS, the parties intend in this Agreement, including the Exhibits and Schedules hereto, to set forth the principal arrangements between them regarding patent ownership and licenses upon the Separation.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement the following capitalized terms are defined in this Article 1 and shall have the meaning specified herein:

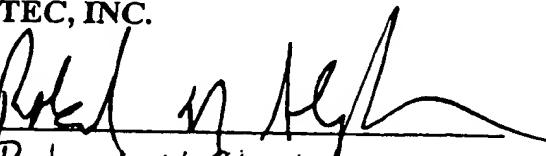
1.1 ADAPTEC PATENTS. "Adaptec Patents" means all Patents, other than the Assigned Patents and Wild File Patents, having the benefit of a First Effective Filing Date before the Separation Date which are owned or licensable (without payment of royalties for the granting of licenses thereunder) by Adaptec as of the Separation Date.

1.2 ANCILLARY AGREEMENTS. "Ancillary Agreements" has the meaning set forth in the Master Separation and Distribution Agreement.

1.3 ASSIGNED PATENTS. "Assigned Patents" means only those

WHEREFORE, the parties have signed this Master Patent Ownership and License Agreement effective as of the date first set forth above.

ADAPTEC, INC.

By: 
Name: Robert N. Stephens
Title: President, Chief Executive Officer

ROXIO, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT]

WHEREFORE, the parties have signed this Master Patent Ownership and License Agreement effective as of the date first set forth above.

ADAPTEC, INC.

By: _____

Name: _____

Title: _____

ROXIO, INC.

By: _____

Name: Wm Christopher Govan

Title: President and CEO

[SIGNATURE PAGE TO MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT]

SCHEDULE B
WILD FILE PATENTS

TITLE	FILE DATE	Serial Number	PATENT NO.	ISSUE DATE	OUTSIDE LAW FIRM	ADAPTEC #
Method, Software and Apparatus for Saving, Using and Recovering Data	06/28/1998	09/105,733	6,016,553	01/18/2000	Schwegman, Lundberg, Woessner & Kluth	SPG-024/A
Germany: Method, Software and Apparatus for Saving, Using and Recovering Data	09/04/2000	19882659.1			Martine, Penilla & Kim	SPG-024C(DE)
Japan: Method, Software and Apparatus for Saving, Using and Recovering Data	03/06/2000	2000.509037			Martine, Penilla & Kim	SPG-024C(JP)
PCT: Method, Software and Apparatus for Saving, Using and Recovering Data	09/04/1998	PCT/US98/18863	Rox1982A.P		Martine, Penilla & Kim	SPG-024C(PCT)
Method, Software and Apparatus for Saving, Using and Recovering Data	07/15/1999	09/354,250	Rox1980C	Allowed	Martine, Penilla & Kim	SPG-024C(A-1C)
Method, Software and Apparatus for Saving, Using and Recovering Data	11/29/1999	09/450,266	Rox1982A	Allowed	Martine, Penilla & Kim	SPG-024/A-2C
Method, Software and Apparatus for Saving, Using and Recovering Data	TBD				Martine, Penilla & Kim	SPG-024/A-3C
PCT: Method, Software and Apparatus for Locally or Remotely Repairing or Enhancing Computer Data	02/25/2000	PCT/US00/04758	Rox1981A.2		Martine, Penilla & Kim	SPG-025/C(PCT)
Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data	04/24/2000		Not yet received		Martine, Penilla & Kim	SPG-026/A-1D
Two Tiered Error Recovery Mechanism for Reducing Data Corruption	04/24/2000			Rox1982A	Martine, Penilla & Kim	SPG-026/A-2D
				Rox1982B		

TITLE	FILE DATE	Serial Number	PATENT NO.	ISSUE DATE	OUTSIDE LAW FIRM	ADAPTEC #
Disguised Disk Data Protection Method for Reducing Data Corruption	04/24/2000	Not yet received			Martine, Penilla & Kim	SPG-026/A-3D
Write Cache Flushing Method for Reducing Data Corruption	04/24/2000	90x19182C			Martine, Penilla & Kim	SPG-026/A-4D
PCT: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks In the Context of Saving, Using and Recovering Data	04/24/2000	PCT/US00/10999	ROX19182D		Martine, Penilla & Kim	SPG-026/C(PCT)
EPO: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks In the Context of Saving, Using and Recovering Data	10/06/2000	00926314.6	ROX19182.7		Martine, Penilla & Kim	SPG-026/C(EP)
Japan: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks In the Context of Saving, Using and Recovering Data	12/22/2000	2000-614125			Martine, Penilla & Kim	SPG-026/C(JP)
Method, Software and Apparatus for De- Fragmenting Disk Storage On Which a History of Changes is being Tracked	07/10/2000	09/612,662			Martine, Penilla & Kim	SPG-026/C(JP)
PCT: Disk Storage Defragmentation	07/10/2000	PCT/US00/18732	ROX19183.7		Martine, Penilla & Kim	SPG-027/A
Method, Software and Apparatus for Recycling over Written Disk Storage in Conjunction with an Operating System on which a History of Changes are being Tracked	10/06/2000	09/684,384	ROX19183		Martine, Penilla & Kim	SPG-027/C(PCT)
EPO: Method, Software and Apparatus for Recycling over Written Disk Storage in Conjunction with an Operating System on which a History of Changes are being Tracked	10/06/2000	03308805.1	ROX19184		Martine, Penilla & Kim	SPG-028/C(EP)

TITLE	FILE DATE	Serial Number	PATENT NO.	ISSUE DATE	OUTSIDE LAW FIRM	ADAPTEC #
Japan: Method, Software and Apparatus for Recycling over Written Disk Storage In Conjunction with an Operating System on which a History of Changes are being Tracked	10/06/2000	2000-308367			Martine, Penilla & Kim	SPG-028/C(JP)
Apparatus and Method of Creating a Firewall Data Protection	10/26/2000	09/698,542	Rox1185		Martine, Penilla & Kim	SPG-029/A-1(CIP)
Apparatus and Method of Creating a Firewall Data Protection	10/26/2000	Not yet received			Martine, Penilla & Kim	SPG-029/A-1(CIP)
PCT: Apparatus and Method of Creating a Firewall Data Protection	10/26/2000	PCT/US00/29626	P0X117185.P		Martine, Penilla & Kim	SPG-029/C(PCT)
Filing Folder Tab having Readable Information	08/12/1995	08/517,078	5,513,459	05/07/1996	Vidas, Arnett & Steinikraus	SPG-032/A (No file)
Filing Folder Tab having Readable Information	06/20/1997	Reissue of Patent 5,513,459	RE 36,596	03/07/2000	Vidas, Arnett & Steinikraus	SPG-032/A-(RE)
Filing System Scanner and Improved Bar Code	05/03/1994	08/237,266	5,455,410	10/03/1995	Vidas, Arnett & Steinikraus	SPG-033/A
EPO: Filing System Scanner and Improved Bar Code	12/02/1996	959117642.1			Vidas, Arnett & Steinikraus	SPG-033/C(EP)
Hong Kong: Filing System Scanner and Improved Bar Code	04/16/1998	98103142.3			Vidas, Arnett & Steinikraus	SPG-033/C(HK) (No file)
Filing System Scanner and Bar Code with Identification Marker Bars	04/18/1995	08/423,901	5,485,000	01/16/1996	Vidas, Arnett & Steinikraus	SPG-036/A
Apparatus for Building a Database of the Location of Files Stored In File Holders	10/26/1995	08/548,561	5,552,588	09/03/1996	Vidas, Arnett & Steinikraus	SPG-037/A